

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA  
NORTHERN DIVISION

KATYRECE S. HALL, )  
 )  
 PLAINTIFF, )  
 )  
 v. ) CASE #:2:06-cv-00588-MEF-VPM  
 )  
 LEONARD ROSS CRANE, )  
 MAYTAG SALES, INC., and )  
 factitious parties A - D, )  
 )  
 DEFENDANTS. )

**CONFIDENTIALITY AGREEMENT**

Defendant Maytag Sales, Inc. ("Maytag") agrees to make available to Plaintiff's attorneys for purposes of this lawsuit only, the personnel file of Leonard Ross Crane ("Crane") subject to the following confidentiality agreement by the Plaintiff and Plaintiff's attorneys:

1. Plaintiff and/or Plaintiff's attorneys agree and understand the personnel file contains confidential, sensitive, private and privileged documents which Plaintiff and/or Plaintiff's attorneys agree will remain and be kept at all times confidential. Plaintiff's attorneys and Plaintiff agree not to disclose the contents thereof. Plaintiff and her attorneys further agree the contents of Crane's personnel file will, at all times, remain and be kept confidential. It is agreed that the use of the personnel file and its contents is restricted to this litigation.

2. It is agreed Crane's personnel file will not be disseminated, distributed or otherwise made known to any other person, except as may be absolutely

necessary for the limited purposes of this litigation and then only after giving Maytag and its attorney, Randall Morgan, five (5) days advanced written notice. Should Maytag not agree to the requested disclosure, Plaintiff may seek approval from the Court.

3. Any court reporter or other individual who reports or transcribes testimony in this action shall agree that all "confidential" information designated as such under this Agreement shall remain "confidential" and shall not be disclosed by them, except pursuant to the terms of this Agreement, and that any notes or transcriptions of such testimony (and any accompanying exhibits) will be retained by the reporter or delivered to counsel of record.

4. Plaintiff shall give Defendants' counsel ten (10) days written notice by certified mail before any document or material subject to this Agreement is filed unsealed with the Court. This provision is to give Defendants an opportunity to obtain a sealing order to protect the confidentiality of documents and materials that are to be filed as a matter of public record.

5. The information and materials covered by this Agreement may be used at trial, subject to this Agreement and to any further protective order which the Court might for good cause then enter.

6. It is further agreed that upon completion of this suit all copies of the personnel file made available to or reproduced by Plaintiff and/or her attorneys will be returned to Maytag and neither Plaintiff nor her attorneys will retain a copy of same. Plaintiff and her attorneys further agree to furnish Defendant and its attorney a list of any person who inspected or viewed the produced materials.



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